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9 *Attorneys for Plaintiff*

11 **UNITED STATES DISTRICT COURT**

12 **NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

14 ANTHONY ANDERSON, Derivatively on
15 Behalf of Nominal Defendant ZENDESK,
16 INC.,

17 Plaintiff,

18 v.

19 MIKKEL SVANE, ELENA GOMEZ,
NORMAN GENNARO, MICHELLE
20 WILSON, CARL BASS, HILARIE
KOPLOW-MCADAMS, MICHAEL
FRANDSEN, THOMAS SZKUTAK,
21 MICHAEL CURTIS, and CARYN
MAROONEY,

22 Defendants,

23 and

24 ZENDESK, INC.,

25 Nominal Defendant.
26

Case No. 3:20-cv-03671-CRB

**STIPULATION AND ~~PROPOSED~~
ORDER VOLUNTARILY DISMISSING
ACTION PURSUANT TO FEDERAL
RULES OF CIVIL PROCEDURE 23.1
AND 41**

1 Plaintiff Anthony Anderson (“Plaintiff”); Defendants Mikkel Svane, Elena Gomez,
2 Norman Gennaro, Michelle Wilson, Carl Bass, Hilarie Koplow-McAdams, Michael Frandsen,
3 Thomas Szkutak, Michael Curtis, and Caryn Marooney (collectively, the “Individual
4 Defendants”); and Nominal Defendant Zendesk, Inc. (“Zendesk”), by and through their
5 undersigned counsel, hereby stipulate:

6 WHEREAS, on June 2, 2020, Plaintiff commenced the above-captioned action, asserting
7 claims derivatively on behalf of Zendesk against the Individual Defendants;

8 WHEREAS, on July 27, 2020, this Action was designated as related to the consolidated
9 securities class action captioned *Reidinger v. Zendesk, Inc., et al.*, Case No. 3:19-cv-06968 (the
10 “Securities Action”);

11 WHEREAS, on March 2, 2021, the Securities Action was dismissed with leave to amend,
12 and on March 23, 2021, the Court entered a judgment in the Securities Action after the Lead
13 Plaintiff Local 353, I.B.E.W. Pension Fund (the “Securities Lead Plaintiff”) notified the Court of
14 its decision not to file an amended complaint;

15 WHEREAS, on April 20, 2021, the Securities Lead Plaintiff filed a notice of appeal of the
16 order granting Defendants’ motion to dismiss the Securities Action (the “Appeal”);

17 WHEREAS, on May 6, 2021, the Court granted the Parties’ stipulation to stay this case
18 pending the outcome of the Appeal and directing the Parties to file a schedule for further
19 proceedings within thirty days of a final decision in the Appeal (Dkt. No. 16);

20 WHEREAS, on March 2, 2022, the United States Court of Appeals for the Ninth Circuit
21 issued a decision affirming the dismissal of the Securities Action;

22 WHEREAS, after due consideration of the dispositive decisions in the Securities Action,
23 Plaintiff wishes to voluntarily dismiss the Action pursuant to Rules 23.1(c) and 41(a) of the
24 Federal Rules of Civil Procedure, without prejudice as to Plaintiff, Nominal Defendant, and/or any
25 other Zendesk shareholder;

26 WHEREAS, the Parties agree that the dismissal is not, and shall not be deemed to be, an
27 adjudication of the Action on the merits, and that each Party shall bear its own fees and costs
28 incurred in connection with the Action; and

1 WHEREAS, the Parties agree and respectfully submit that notice to shareholders of this
2 dismissal is unnecessary here because: (i) the dismissal is without prejudice to the ability of any
3 Zendesk shareholder, or Zendesk itself, to pursue the claims; (ii) there has been no settlement or
4 compromise of the Action; (iii) there has been no collusion among the Parties; and (iv) neither
5 Plaintiff nor his counsel has received or will receive directly or indirectly any consideration from
6 Defendants for the dismissal.

7 NOW, THEREFORE, the Parties hereby stipulate and agree, subject to the Court's
8 approval, as follows:

9 1. This Action shall be dismissed without prejudice as to Plaintiff, Zendesk, and/or
10 any other Zendesk shareholder.

11 2. The Parties shall bear their own fees and costs in connection with the Action.

12 DATED: April 18, 2022

GLANCY PRONGAY & MURRAY LLP

13 By: /s/ Pavithra Rajesh

14 Robert V. Prongay

Pavithra Rajesh

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21 *Attorneys for Plaintiff*
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1 DATED: April 18, 2022

SIDLEY AUSTIN LLP

2 By: /s/ Sara B. Brody

3 Sara B. Brody

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4 San Francisco, CA 94104

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6 *Attorneys for Defendants*

7 Pursuant to Civil L.R. 5-1(i)(3), all signatories concur in filing this Stipulation.

8 Dated: April 18, 2022

/s/ Pavithra Rajesh

9 Pavithra Rajesh

10 * * *

11 PURSUANT TO STIPULATION, IT IS SO ORDERED.

12 Dated: May 10, 2022



13 HON. CHARLES R. BREYER

14 UNITED STATES DISTRICT JUDGE